

BID RESULTS	
AB2014-23 PHARMACY SERVICES FOR THE MERCER COUNTY CORRECTION CENTER	
BID OPENING DATE: MAY 23, 2014	
AWARD TWO YEAR PERIOD WITH TWO YEAR OPTION; BASED UPON ACTUAL ACQUISITION COST AND WILL AUDIT WITH WHOLESALER INVOICING	RES#2014-397
NAME OF BIDDER	MAO PHARMACY INC. DBA WESTWOOD PHARMACY
ADDRESS	5823 PATTERSON AVENUE
CITY, STATE, ZIP	RICHMOND, VA 23226
CONTACT	MARK A. OLEY
TELEPHONE	804 288 1933
FAX	804 288 7934
E-MAIL	HUNTER.HOGGATT@WESTWOODPHARMACY.COM
ACTUAL ACQUISITION OR ACTUAL WHOLESALE, REQUIRE DETAILED BACK-UP	YES, WILL PROVIDE ACTUAL ACQUISITION, ABC/BERGEN BRUNSWICK AND MCKESSON ARE WHOLESALERS; \$3.45 FLAT UPCHARGE
CONSULTANT PHARMACIST, CQI, POLICY DEVELOPMENT, MED ADMIN RECORDS, REPORTING, IN-SERVICE, DISASTER PLAN, NON-FORMULARY REQUEST AND FORMULARY REQUEST	WILL PROVIDE, REGINA TO REVIEW
PHARMACY LICENSE	28RO00062500 EXPIRES 6/30/2015 NJ, OUT OF STATE PHARMACY
PHARMACISTS RESUME	INCLUDED
REFERENCES	REGINA GRIMES TO REVIEW
NEW JERSEY BUSINESS REGISTRATION	OK
STOCKHOLDER DISCLOSURE	OK
EXHIBIT A	OK
EIC	REQUIRED IF AWARDED
CERTIFICATE OF INSURANCE	REQUIRED IF AWARDED
INDEMNIFICATION	SIGNED AND DATED
IRAN CERTIFICATION	INCLUDED
CONTINUITY OF OPERATION	YES, REVIEW PAGE 27
EXTEND BEYOND 60 DAYS IN THE EVENT THAT RESOLUTION IS NOT ADOPTED	YES
SAME DAY AND EMERGENCY DELIVERY	YES - WILL USE COURIER FOR SAME DAY
TOTAL	482,301.85
EXCEPTIONS	NONE
FATAL FLAW	NO

PHARMACY SERVICES OPEN-END CONTRACT AB2014-23

THIS AGREEMENT, made this first day of August in the year of Two Thousand Fourteen, BETWEEN the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street, in the City of Trenton, County of Mercer and State of New Jersey, hereinafter called the "COUNTY", AND, MAO PHARMACY INC., a Virginia corporation, DBA WESTWOOD PHARMACY 5823 Patterson Avenue, Richmond, VA 23226 for a period beginning August 1, 2014 and ending July 31, 2016 with the option to extend a two year period.

IN CONSIDERATION, of mutual promises herein contained and intending to be legally bound hereby, the parties hereto have mutually agreed as follows:

Vendor will provide PHARMACY SERVICES FOR THE MERCER COUNTY CORRECTION CENTER AT ACTUAL ACQUISITION COST PER ORDER PLUS UPCHARGE IN THE AMOUNT OF \$3.45 PER ORDER. The County has provided estimated quantities; however quantities may increase or decrease. The contract shall be awarded in the estimated amount of \$482,301.85 annually. Vendor will provide wholesale invoices for auditing purposes.

Vendor must be capable of making delivery six (6) days per week, Monday thru Saturday, fifty-two (52) weeks per year. Deliveries shall be made by 9:00 P.M. on the same day that the new orders are received if placed prior to 3:00 P.M. or noted as stat. Deliveries may be made via Federal Express, UPS or other professional carrier. The medications will be shipped overnight delivery FOB destination. Vendor will provide a daily packing sheet of the medication delivery, which will provide for signature(s) to acknowledge the receipt of the medication. Vendor will use courier/local pharmacy for same day and or emergency delivery.

IT is, understood and agreed that additional terms of this Agreement are to be

performed in accordance with the bid documents and specifications.

IT is, further understood that the County of Mercer shall have the right to request non-binding mediation if services provided are deemed deficient in any way. An impartial mediator shall be selected by the COUNTY.

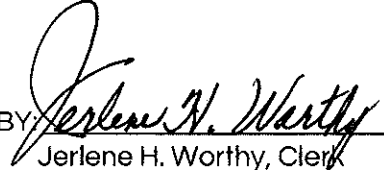
Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

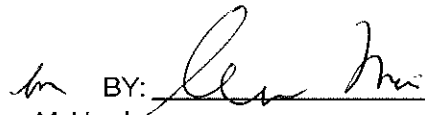
Both parties reserve the right to terminate this contract upon giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

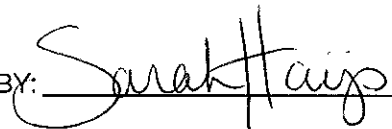
COUNTY OF MERCER

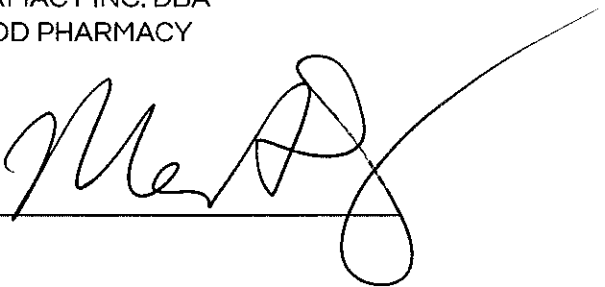
BY: 
Jerlene H. Worthy, Clerk
Board of Chosen Freeholders

BY: 
Brian M. Hughes
County Executive

WITNESS:

MAO PHARMACY INC. DBA
WESTWOOD PHARMACY

BY: 

BY: 

Approved as to form and execution

A stylized, handwritten signature in black ink, consisting of a large, sweeping loop followed by a horizontal line and a small flourish.

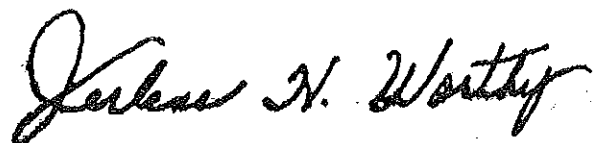
BY:
D. C. 0579 COUNTY COUNSEL

- 2 -

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Warden of the Mercer County Correction Center and Purchasing Agent for further distribution.



.....
Clerk to the Board

**FURNISH AND DELIVER GENERIC DRUGS AND CONTROLLED SUBSTANCE DRUGS ON A
COMPUTERIZED CONTROL AND CONTAINMENT PHARMACEUTICAL DISPENSING SYSTEM
FOR THE MERCER COUNTY CORRECTION FACILITY FOR A PERIOD OF TWO (2) YEARS WITH THE
OPTION TO EXTEND TWO (2) YEARS**

INTRODUCTION

The County of Mercer requests bids for Pharmacy Services for the Mercer County Correction Center. The contract shall be awarded for a period of two (2) years with the option to extend two (2) years. The award shall be based upon the established criteria referenced in the specifications. The intent of this bid is to award a contract to that responsible contractor whose bid conforms to the specifications. Respondents must have a minimum of three (3) years' experience.

The awarded vendor shall comply with all specifications. The awarded vendor will be assessed on their performance of the program requirements listed below throughout the term of the contract.

The County has provided actual quantities for a one year period based upon one year history and the award shall be based upon the actual quantities at priced at Actual Acquisition Cost plus an upcharge to Brand, Generic and Specialty. The awarded contractor shall bill the County at Actual Acquisition Cost at the time of purchase plus the upcharge stated in your bid response for brand, generic and specialty drugs.

WILL PROVIDE ACTUAL ACQUISITION COST OR WHOLESALE ACQUISITION COST

YES ☐

NO ☐

The County will not accept bid proposals based upon an Average Benchmark Pricing Structure. The awarded contractor will provide usage reports on a monthly basis with proof of purchase from your wholesaler.

The County currently contracts with CFG Health Systems, LLC for Inmate Medical and Mental Healthcare.

CONTRACT CONTACT:

Regina Grimes, RN, BSN

Supervisor of Nursing

Physical Address:

1750 River Road Lambertville, NJ 08530

Mailing Address:

PO Box 8068 Trenton, NJ 08650.

Voice: 609-583-3545 Ext. 2279

SCOPE OF SERVICES

The vendor shall provide packaging at a minimum, for thirty (30) dose blister pack unit dose drug distribution system wherein all oral medication both in liquid and solid form (except/nitroglycerin products, reconstituted liquid antibiotics, and powders) is dispensed in unit dose packages. The vendor must have the ability to provide liquid psychotropic medications. In addition parental medications, when available from the manufacturer in unit dose form, must be supplied when requested. The vendor will provide for a return for credit on all blister packs, arrange for the pick-up and removal of outdated, discontinued, excess or unusable medications and Credit shall be issued to the County with the exception of controlled substances as restricted by law.

Routine maintenance medication shall be re-ordered by the physician in writing as needed. Stop-order policies, unless otherwise ordered should be:

- a. Routine and maintenance medication – 90 days
- b. Antibiotics – 10 days (or as specified by the physician)
- c. Narcotics – 72 hours (or as specified by the physician)
- d. P.R.N. orders – 21 doses or (7 days) or (as specified by the physician)
- e. Anti-emetics – 5 days (or as specified by the physician)
- f. Cough and cold preparations – 5 days (or as specified by the physician)

The awarded contractor shall properly package and label drugs.

A. Solid Medications

All solid medications will be dispensed unit-dose cards. Controlled substances will be sent with a control sheet. The Correction Center will log all medications into a control book. Prescriptions will be labeled in accordance with State and Federal regulations and shall include:

- a. Patient's full name – must be patient specific
- b. Physician's name
- c. Name and strength of drug (Trade and Generic where applicable)
- d. Form of drug, (liquid, capsule, tablet, etc.)
- e. Dose or Directions for administration
- f. Administration procedure, if other than oral
- g. Patient education material as necessary

B. Liquid Medications

Psychotropic medication shall be provided in solid and liquid form. Liquid medications not available from manufacturers in unit dose form shall be individually packaged, hermetically sealed in compliance with FDA packaging regulations by the vendor and identified with:

- 1. Name of drug, both trade and generic name where applicable
- 2. Strength of drug
- 3. Name and manufacturer and/or distributor
- 4. Lot number
- 5. Expiration date
- 6. Total amount of drug (liquid) that will be delivered in container

C. **Generic Medications**

Generic medications **SHALL** be substituted for brand name unless otherwise indicated by physician. A limited number of requested medications as determined by the pharmacy and Medical Director will be provided in blister packs designated as stock medications.

D. **Over the Counter Medications – the County has awarded contracts separately for over the county medications.**

E. **Medication Carts and Totes**

Vendor will provide a medication cart suitable for storing and administering medications from blister cards. Blister cards shall be stored in cassettes that fit into lockable medication carts.

Cassettes must be so constructed to keep dirt and dust out of the patient trays. Cassettes must be constructed with a door locking mechanism to prevent unauthorized access to medication while being stored during non-medication Pass Periods and during transit.

In addition, vendor shall supply sufficient carrying cases (totes) to allow nursing staff to carry medication to second tier facilities where medication carts may be incapable of being transported. All equipment will be provided by vendor. Cart maintenance will be the responsibility of the vendor. Wheel and bearing replacement to be completed on a regular basis as needed.

F. **FAX Machines and Computers**

The County will provide all computer terminals, telephones and telephone lines. The vendor will be responsible for providing Telefacsimile Machines.

Vendor will provide Toll free lines for faxing, verifying transmissions and receiving prescription and non-prescription requests.

G. **Delivery Schedule**

Vendor must be capable of making delivery six days per week, Monday thru Saturday, fifty two (52) weeks per year. Regular medications ordered by 3 pm should be available and delivered by the next day. Vendor will provide emergency or STAT medications through a back up pharmacy of their choice.

Vendor must be capable of making delivery six (6) days per week, Monday thru Saturday, fifty-two (52) weeks per year. **Deliveries shall be made by 9:00 P.M. on the same day that the new orders are received if placed prior to 3:00 P.M. or noted as stat.** Deliveries may be made via Federal Express, UPS or other professional carrier. The medications will be shipped overnight delivery FOB destination. Vendor will provide a daily packing sheet of the medication delivery, which will provide for signature(s) to acknowledge the receipt of the medication.

H. **Inventory**

Stock medications (back-up supplies) shall be established at the direction of Regina Grimes, R.N. The stock levels will be identified at the time of the contract

implementation. These levels may be adjusted from time to time on a mutually agreed basis subject to need. Reorders may be sent the following day unless specifically noted to send stat.

I. Emergency Pharmacy

Vendor shall be responsible for providing emergency medications through a local pharmacy. **This pharmacy will be required to deliver within 2-4 hours of an order, seven (7) days a week. The Correction Center shall not be responsible to pick up emergency medications.** Vendor will arrange to compensate the emergency pharmacy.

BIDDERS SHALL PROVIDE A RESPONSE TO THE FOLLOWING PROGRAM REQUIREMENTS:

Consultant Pharmacist, Pharmacy and Therapeutics Committee

The vendor must assure that every medication dispensed is in compliance with the prescribed orders and has been carefully reviewed for labeling information by a registered pharmacist. Vendor must provide for emergency telephone consultation with a registered pharmacist 24 hours/day, 7 days/week.

Vendor will provide a registered pharmacist to perform quarterly medication room and drug room inspections. Inspections will be performed to ensure that the Correction Center meets the following requirements as outlined and consulting pharmacist will make recommendation for improvement or change as necessary.

The awarded contractor's pharmacist shall attend quarterly Pharmacy and Therapeutics meetings and practitioner meetings. The Vendor will organize and conduct the Pharmacy and Therapeutics meetings.

The vendor will provide a clinical consulting department, headed by a clinical pharmacist. The department will supply information to Mercer County Correction Facility to assist with cost control. This shall be achieved by the clinical pharmacists' recommendations, supported by documented research of alternate therapies, drug product selection, and other cost providing medications to inmate/patients. The clinical department will provide relevant information regarding drug use, prescribing, etc. for a Quality Assurance program. The vendor will provide and keep current a PDR and Nursing Drug Handbook.

COMPLY: YES ☐ NO ☐

Continuous Quality Improvements (CQI)

The successful vendor will be required to have a consultant pharmacist perform quarterly onsite continuous quality improvements audits. Sample audit criteria should be included with your response. Consultant pharmacist shall be identified at the contract start. Vendor will supply required credentials and consultant will be required to pass County background checks and investigations prior to entering each Facility.

COMPLY: YES ☐ NO ☐

Policy Development

The vendor shall prepare and assist in the development of the pharmacy policy and procedure manual for the Facility in conjunction with and approved by the Medical Director and Medical Administrator of each Facility. Manual shall be reviewed at least semi-annually and revised as required and approved by the Medical Director of each facility.

COMPLY: YES ☐ NO ☐

Required Forms

The vendor shall prepare and provide all forms necessary for the implementation and ongoing operation of the program. Forms shall include but not be limited to:

- a. Medication and treatment administration record;
- b. Non-formulary request form;
- c. Physician order form or profile form
- d. Medication profile (patient profile record);
- e. Declining inventory form (for control of medications);
- f. Back up supply utilization form (perpetual inventory control);
- g. Stock medication form

COMPLY: YES ☐ NO ☐

Medication Administration Record

The successful vendor will supply on a monthly basis a new Medical Administration Record (MAR) to each Facility for all inmates and residents currently receiving medication not expiring by the first day of the month. Each prescription received will be accompanied by a corresponding label to be placed on the MAR. This label will contain all prescription information required by law.

All prescriptions that will require a refill will contain a peel off label affixed to the blister card to expedite re-orders via-fax. Information pertaining to an inmate and the medications ordered will be sent to the vendor. Vendor shall send a completed MAR for said medications and will list warnings and interactions when applicable. Medications not expiring by the first day of the month will have their next month's MAR's sent over on the twentieth of the preceding month to be carried over. Large or bold type lettering is requested on the MAR, emphasizing the inmate's name and medication.

COMPLY: YES ☐ NO ☐

Reports and Information

Drug and drug interaction reports identifying the Correction Facility inmate prescriber, the interacting medication and citing the clinical significance and pharmacological action, the interaction and a list of referenced sources for additional information on interaction may be requested.

A monthly summary and/or detailed reports as required by the Medical Nurse Administrator for utilization review. Such reports include but are not limited to the following:

- 1. Number of prescriptions by physicians (new and refills)
- 2. Number of legend drug orders dispensed

3. Number of non-legend drug orders dispensed
4. Number of emergency medications ordered
5. Number/percentage and detailed listing of patients on: psychotropic medication, scheduled or controlled medication, antibiotic medication, antiviral medication, Anti-TB medication (multiple drug resistant TB cases)
6. Number and type of non-formulary prescriptions written by each physician. The report generated for each Prescriber as follows:
7. By class of drug, By specific drug or drugs, By psychotropic drugs, By all drugs

COMPLY: YES ☐ NO ☐

In Service

At the contract commencement and throughout the term of the contract, the awarded vendor shall provide an In-Service Program at the Correction Center to assure that the Correction Center staff administering and/or ordering medication is fully aware of the detailed operation of the medication distribution system.

The vendor will perform onsite in-service training for all personnel involved with the medication administration system. This in-service will be provided on a regular basis or as needed as determined by the Medical Administrator.

At the Medical Administrator's request, in-services must be provided for the indoctrination of new staff. The vendor must provide a flexible schedule for said In-Service programs.

COMPLY: YES ☐ NO ☐

Disaster Plan

The vendor must provide a detailed disaster recovery plan for use in emergencies such as fire, flood or riot, which could possibly prevent the vendor from providing services. The vendor's disaster recovery plan should include plans for making deliveries in the event of the vendor's work stoppages and or labor strikes.

COMPLY: YES ☐ NO ☐

Non-Formulary Request System

The vendor's dispensing system must assure that inmate's medication is in accordance with the Facility's drug formulary. The Medical Director and/or Medical Administrator may authorize non-formulary or alternate medication. The vendor will be responsible for initiating a feedback mechanism to the Medical Director in the event a non-formulary medication is ordered without the appropriate use of a non-formulary request form. This feedback system must be such that the continuity of patient care is not compromised or duly disturbed with respect to expediting the medication order.

COMPLY: YES ☐ NO ☐

Specific Formulary

The awarded contractor will provide a specific Formulary or devise an acceptable Formulary for the Correction Center.

COMPLY: **YES** ☐ **NO** ☐